Long Branch Lakes Equestrian Center

# Boarding Agreement

**Full Name of Boarder:** *Name*

**Definition of Terms**

The term "Boarder" refers to the LBL property owner and owner, part-owner, or lessee of the animal which is to be boarded under this Boarding Agreement (hereinafter" Agreement"). The terms "horse" "equine", and "animal" refer to all equine species, and to the specific animal to which this Agreement covers.

Stallions are not permitted, and any colt born or brought to the LBL barn must by gelded before twelve (12) months of age. Weaned colts are to be assigned to gelding pastures. The terms "board" and "boarding" refer to the provision for compensation of daily limited husbandry, hay, and physical space for the animals. The term "rider" references a person who rides a horse while mounted or otherwise handles or comes near a horse from the ground.

"LBL" refers to Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc, and includes its past, present, and future, officers, directors, members, attorneys, insurers, reinsurers, agents, servants, contractors, representatives, employees, partners, affiliates, related entities, successors, and assigns, LBL Equestrian Committee members, and volunteers of the same, as well as the premises associated with, or owned by, the same. LBL is also specific reference to the LBL Property Owners Association (POA) Board of Directors (BoD) which is the Governing Body for the POA as per the LBL Protective and Restrictive Covenants, oversees day-to-day operations of the barn; and, has final authority regarding barn matters.

**Liability Waiver, Emergency, and Consent Form with Quarantine and Rules**

The Boarder acknowledges receipt of the LBL Liability Waiver and Emergency and Consent with Quarantine Forms. The Boarder acknowledges that s/he has read, understood, and signed and dated the forms, that the forms have been returned to LBL, and that there is no completed Agreement without these fully executed forms. A separate Emergency and Consent Form is to be on file for each horse. The Boarder agrees that any persons s/he brings to the LBL with the intention of engaging in "rider" activities as described above will obtain, sign, and return a separate liability waiver. The Boarder will receive a copy of the posted barn Rules and agrees to sign and comply with the Rules. The Barn Committee reserves the right to quarantine any horse that has either recently arrived or is currently boarded at the Center should that animal show any signs of illness. The Liability Waiver, Emergency and Consent, and the Barn Rules shall be incorporated by reference to this Board Agreement and attached hereto.

**Damage to Property**
Any damage to property by the animal deemed by the LBL POA BoD to be excessive shall be the responsibility of the Boarder. This includes, but is not limited to, damage to stalls, waterers, fencing, feeders, gates, doors, etc. The cost of repairing such damage will be billed to the Boarder of the animal.

**Acceptance of Responsibility**
Boarder acknowledges that the Boarder has inspected the premises and/or has in some other way satisfied him/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Boarder's horse, the Boarder, and the Boarder's family members, and invitees. The Boarder is responsible for all damages, injuries, loss of life caused by or to the horse while in the care, custody, or control of the Boarder, the Boarder's family members and invitees, or other handler or agent appointed by them.

**Visitor Permission to Handle Horses**
In the event someone other than the Boarder has the intent to care for the boarded horse without the supervision of the Boarder, such parties shall have clear written permission or other agreed upon pre-arranged permission from the Boarder to remove, handle, or ride the specific boarded horse.

**Indemnity**
The Boarder agrees to hold LBL harmless and indemnified from any claim caused by the Boarder's horse and agrees to pay all costs, including but not limited to attorneys' fees incurred by LBL in defense of a claim resulting from damage in relation to, and/or in connection with the horse and/or premises.

**Risk of Loss/Hold Harmless**
LBL shall have no liability or responsibility for the personal property of the Boarder and said property is stored on the premises of LBL at the sole risk of the Boarder. Personal property includes, but is not limited to, horse, tack, equipment, trailers, etc.

LBL shall not be liable for any sickness, disease, theft, stray, death, or injury suffered by the horse or any person(s), for any other cause of action arising from or connecting to the boarding and/or riding of the horse(s). All risk is assumed by the Boarder. The Boarder agrees to hold LBL harmless from any loss or injury to said horse or person(s). All costs, no matter how catastrophic, connected with boarding and/or premises usage are assumed by the Boarder.

**Terms**
Payment of the Board Rate is due on the first day of each month in advance of the services being rendered. Payment is to be made to the Long Branch Lakes Property Owners Association, Inc. Checks are to be left in the mailbox in the tack room.

Boarder agrees to make timely payment of the Board Rate in advance without notice from LBL. Payment for these services shall be due on the first day of the month. Boarding fees for the month shall be prorated per day to begin on the date the horse arrives at LBL. A ten (10) percent late fee will be assessed if payment is not made by the tenth ($10^{th}$) day of the month (and will be compounded every ten (10) days payment is past due). A twenty-five ($25) dollar service charge will be assessed on all returned checks.

**Right of Lien and Seizure**

LBL has the right of Pasturage Lien, pursuant to the provisions of TENN. CODE ANN. § 66-20-101, which set forth, as follows: "When any horse or other animal is received to pasture for consideration, the farmer [the pasture owner] shall have a lien upon the animal for the farmer's [owner's] proper charges, the same as an innkeeper lien at common law; and in addition the farmer [owner] shall have a statutory lien for six (6) months." Additionally, LBL has the right of Livery Stable Keeper's Lien, pursuant to the provisions of TENN. CODE ANN. § 66-20-103, which set forth, as follows: "Livery stable keepers shall be entitled to the same lien provided for in § 66-20-101 on all stock received by them for board and feed, or vehicle kept and/or conditioned, until all reasonable charges are paid." In the event the Boarder is more than 60 days in arrears of payment due, LBL **may** seize boarded horse as settlement and/or to otherwise attach such indebtedness to the Boarder's account with the POA.

**Termination**

Either party may terminate this Agreement, for any reason or no reason at all, by giving the other party thirty (30) days written notice thereof. LBL reserves the right to evict the Boarder with cause as determined by the Board of Directors.

**Notice/Construction/Non-Assignment**

All notices must be in writing. Any notice to LBL required by this Agreement will be deemed given if delivered to the LBL POA Board of Director representative to the Barn Committee by hand, or mailed to the LBL Property Owners' Association at P. O. Box 404, Pikeville, TN 37367.

Any notice to the Boarder, if addressing a concern of immediate interest to boarders with horses at the LBL Barn, shall be deemed given when posted in the LBL Equestrian Center, and if to the boarder specifically, when delivered to the boarder's hand, or mailed or emailed to the boarder's last known address. Notices of a general nature to all boarders and interested LBL property owners shall be deemed given when emailed to a general barn email list.

**Choice of Law; Agreement Not Drafted by Any Particular Party.**

This Agreement is deemed to be executed and delivered within the State of Tennessee, and all rights, duties, and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements. The Boarder agrees and acknowledges that this Agreement is the product of negotiation and is not to be considered as having been drafted by any particular party.

**Enforceability; Severability.**
If any paragraph, or clause hereof, shall be held invalid or unenforceable by a court of competent jurisdiction, then the meaning of such paragraph or clause shall be construed so as to render it enforceable to the extent permissible. If such paragraph or clause would have no permissible interpretation, it shall be severed from these items and conditions and the remainder shall remain in full force and effect.

Boarder irrevocably agrees to submit to the exclusive jurisdiction and venue of the courts in Van Buren County, Tennessee, in relation to any claim or matter arising under, or in connection with, this Agreement. If a claim is filed by or on behalf of either party to this Agreement in any court outside of Van Buren County, Tennessee, each party irrevocably agrees that same should summarily be transferred to a court of competent jurisdiction in Van Buren County, Tennessee. This Agreement shall be binding upon the Boarder, the Boarder's legal heirs, legatees, next of kin, personal representatives, attorneys, trustees, and assigns of the parties hereto. The Boarder cannot assign this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

**Warning**
UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED TITLE 44, CHAPTER 20.

**I/We, the undersigned, have read, dated, and do understand the terms of this agreement, warnings, and associated assumptions of risk and knowingly release and waive liability against LBL. I/We further attest that all facts are true and accurate, and acknowledge and accept that while the Long Branch Lakes Equestrian Center belongs to all active members of the LBL Property Owner's Association, boarding at the Center is a privilege.**

**Agreement**
This agreement is made on the *1st* day of *July,* 2025, between LBL and owner of the horse(s) described herein, for board and other services as indicated, pursuant to the terms and conditions as set forth and conditional upon timely payment of the applicable board rate(s).

Signature of Boarder:_____ Date:_____

LBL POA Barn Representative
Director:_____ Date: _____

| | |
|---|---|
| **Property Owner Name:** | |
| **LBL Street Address:** | |
| **Alternate Street Address:** | |
| **Alternate City:** | |
| **Contact Phone Number/s:** | |
| **Email Address:** | |

**Monthly Boarding Fees**

How many horses are to be boarded and included in this agreement? *Two (2)* Please initial that you have completed and returned the LBL Equestrian Center Emergency and Consent Form for each horse:_____(initial). List the names of the horses included in this agreement:

Horse #1 Horse #2 Horse #3 _____

Horse #4_____Horse #5_____Horse #6_____

If space for additional horses to be listed is needed please contact the individual who provided you with this form for an additional page, or copy the page and update the horse number. If you desire different boarding types for different months that can be requested on this form, by indicating the months in the appropriate box. As an example, “Horse #1 Trigger” needs Limited Pasture during summer months and pasture board in the winter: “November-April” is placed in the Limited Pasture row under Horse #1, and May-October is placed in the Pasture row under Horse #1. It is understood that seasonal weather often determines the desired boarding assignment, and as such, the months and boarding rate may vary.

**The Boarder understands that all boarding assignments, tack, and feed room space allocations are assigned on a first-come, first-served basis with year-round paying Boarders having priority over non-year-round paying Boarders. The LBL POA Board barn committee representative and the Barn Committee Chair are authorized to make stall, paddock and pasture assignments and post the assignments on the bulletin board outside the feed room. Boarders provide grain, pellets, and other feed at their own expense, including all feed storage bins and buckets. The owner is responsible for arranging the daily feeding. Round and square baled hay and water are included in the Boarding Fee.**

**Horse Trailer Parking**

Per the POA Covenants, one horse trailer parking space per boarder is provided, on a space available basis, at no additional fee. The designated Equestrian Center Trailer Parking area is located on the north side of the Hay/Utility barn building and parking spaces are for horse trailers and Maintenance Committee equipment only.

**The LBL Equestrian Center is a self-care boarding facility. Cleaning duties in the barn shall be the responsibility and shared by the Boarders via a sign-up sheet posted biweekly in the barn. The sheet shall be posted next to the bulletin board in the main aisle.**

| Boarding Type | $/Month | Horse #1 | Horse #2 | Horse #3 | Horse Total |
|---|---|---|---|---|---|
| Reserved Stall* | $275 | | | | |
| Reserved Paddock | $275 | | | | |
| Limited Pasture | $250 | | | | |
| Pasture | $225 | | | | |
| TOTAL | | | | | |
| | | | | | |

| Boarding Type | $/Month | Horse #4 | Horse #5 | Horse #6 | Horse Total |
|---|---|---|---|---|---|
| Reserved Stall* | $275 | | | | |
| Reserved Paddock | $275 | | | | |
| Limited Pasture | $250 | | | | |
| Pasture | $225 | | | | |
| TOTAL | | | | | |

*** Reserved Stall board assumes the horse will be turned out into a Pasture.** If a stalled horse is turned out to a Reserved Paddock or Limited Pasture, Boarder will be assessed an additional monthly fee, which represents the cost increase over the Pasture board rate. [E.g., If a stalled horse is turned out during the day, into a Reserved Paddock or Limited Pasture, the monthly board for that horse will be $275 (Reserved Stall) + $50 (Reserved Paddock) = **$325;** or $275 (Reserved Stall) + $25 (Limited Pasture) = **$300.**



**Boarder Initial _____**

**All fees are guaranteed to remain in effect through 2024.**

| Boarding Fee | Description |
|---|---|
| **$275** | **Reserved Stall Board**<br>A reserved 12' x 12' stall. Bulletin board outside feed room indicates horse and stall. Monthly rate assumes horse is turned out into an assigned Pasture. Boarder is responsible for turn out/turn in.<br>The Boarder cleans the stall daily, provides the bedding, and adds hay. |
| **$275** | **Reserved Paddock Board**<br>Two small paddocks, Paddocks #2 & #3, with run-ins and a shared automatic waterer are available. Bulletin board outside feed room indicates horse(s) and paddock. A third paddock, Paddock #1, for Guest/Visitor horses, may be available, on a temporary, as needed basis, if not otherwise being used, for $10/day option. See map, pg.9.<br>Boarder cleans the paddock daily and adds hay. |
| **$250** | **Limited Pasture Board**<br>One field with limited grass is available. Boarder adds hay, as needed. Round bales will be provided in the Winter, at the Boarder's request. |
| **$225** | **Pasture Board**<br>There are several pastures available of differing sizes. Bulletin board outside feed room indicates horse(s) and pasture.<br>Round hay bales are provided in the Winter. |



**Boarder Initial _____**

**Additional Provisions of the Boarding Agreement:**

- A map of the pasture options and rates is included as the last page of this Agreement. The available paddocks are indicated as 1, 2, and 3.
- The boarding rate above includes the quarantine period. If a Boarder wishes his/her horse to be quarantined in a paddock or stall, and space is available, but normally desires pasture boarding, a $10 per day additional fee will apply. The Boarder shall clean the quarantine area daily.
- No non-attended horse is to be left in a stall or paddock not assigned or reserved for that horse as indicated in this agreement.
- Stalls not reserved may be used by other Boarders during such time as they are attending to the horse in the stall and only while the Boarder is present for the purpose of feeding grain, tacking, or waiting for a service provider. The Boarder must clean any mess in the stall prior to leaving.
- All Boarder cleaning of stalls and paddocks includes daily dumping of manure carts in the manure pit on the west side of the hay barn.
- Temporary, pole stalls are located in the Hay barn and are available at a rate of $5/day, for field boarded horses, ONLY for medical or severe weather purposes. Boarder must arrange and receive authorization in advance from Barn Committee Chair to reserve a stall. Boarder is responsible for providing water, bedding, and thorough cleanup after use. Stalls are NOT intended for use for more than 7 consecutive days in a month.

**ATTACHMENTS:**

Attachment 1: Liability Release Form
Attachment 2: Emergency and Consent Form
Attachment 3: Barn Rules

**Boarder Initial _____**